



STU Arts Dance School Terms and Conditions

Updated: August 3, 2024

Please read these Terms and Conditions carefully before using our website or services. By accessing or using our services, you agree to be bound by these terms. If you disagree with any part of the terms, you may not access our services.

1. Introduction

These Terms and Conditions govern your use of our website and services, operated by STU Arts Dance.

2. Fees and Cancellation

1. Cancellation and Rescheduling:

- Students may cancel and/or reschedule classes via Bsport (our registration system) online or the Bsport app.
- As our costs are fixed, fees remain payable in cases of absence. There is no reduction or refund for sickness (unless with a doctor's note) or holidays.
- All class passes are valid from the date of purchase and must be used within the time frame mentioned.
- **You must cancel your class or workshop up to 12 hours before class or you will lose the class credit.** If you cancel your class more than 12 hours before you may reuse the class credit.
- In the case of being waitlisted you will receive an email and be added to the class on a first come, first serve basis.
- Late cancellations and no-shows are not reimbursed or re-credited. It means the class is lost.
- In the event of 3 no-shows, you will be contacted and charged a 20€ fine
- All passes are valid from the student's first attendance. The pass will expire if no booking is made within the booking window of the length of the validity of the pass. If the pass hasn't been used during this set number of days, it'll automatically expire



Refunds:

- Fees are non-refundable but may be credited for future STU Arts Dance services.
- 2. **Fee Increases:**
 - Any increase in fees will be notified one term ahead of the increase.
- 3. **Methods of Payment:**
 - Accepted methods of payment include:
 - PayPal
 - Bank Transfer (minimum 50€)
 - Credit Card

3. Timetable

- STU Arts Dance and teaching artists reserve the right to alter the timetables and its teaching staff as appropriate at any time without prior notice. However, we will inform all participants of any changes as soon as possible.

4. Code of Conduct

1. **Class Attendance:**
 - Participants should arrive promptly and be correctly dressed for all classes and workshops.
2. **Health and Safety:**
 - Students participate at their own risk and are obliged to inform the staff of any existing injuries or medical conditions before participating in STU Arts Dance Activities.
 - Students assume personal responsibility for their physical condition during classes and workshops. The teacher and company are not liable or responsible for any injury that may occur during the rendering of STU Arts services.
3. **Personal Belongings:**
 - Students are obliged to take care of their own belongings. STU Arts Dance and teachers do not accept liability for lost or damaged belongings. Anything we find will be placed in lost property.

5. Intellectual Property Rights

- All content on the STU Arts Dance social media and site, notably the “Blog” section, is the intellectual property of STU Arts Dance and must be cited if used for other purposes.



6. Privacy Policy

This Privacy Policy outlines how STU Arts Dance collects, uses, and protects your personal data (PD) in compliance with the General Data Protection Regulation (GDPR) and other laws.

6.1 Your Rights

When using our website and submitting personal data to us, you may have certain rights under the GDPR and other laws. Depending on the legal basis for processing your PD, you may have some or all of the following rights:

1. **Right to Be Informed:**
 - You have the right to be informed about the personal data we collect from you and how we process it.
2. **Right of Access:**
 - You have the right to get confirmation that your personal data is being processed and have the ability to access your personal data.
3. **Right to Rectification:**
 - You have the right to have your personal data corrected if it is inaccurate or incomplete.
4. **Right to Erasure (Right to Be Forgotten):**
 - You have the right to request the removal or deletion of your personal data if there is no compelling reason for us to continue processing it.
5. **Right to Restrict Processing:**
 - You have the right to 'block' or restrict the processing of your personal data. When your personal data is restricted, we are permitted to store your data, but not process it further.
6. **Right to Data Portability:**
 - You have the right to request and receive your personal data that you provided to us and use it for your own purposes. We will provide your data to you within 30 days of your request.
7. **Right to Object:**
 - You have the right to object to us processing your personal data for the following reasons:
 - Processing was based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
 - Direct marketing (including profiling);
 - Processing for purposes of scientific/historical research and statistics.
8. **Rights in Relation to Automated Decision-Making and Profiling:**
 - You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you.
9. **Filing a Complaint with Authorities:**



- You have the right to file a complaint with supervisory authorities if your information has not been processed in compliance with the GDPR. If the supervisory authorities fail to address your complaint properly, you may have the right to a judicial remedy.

6.2 Our Use of Cookies

1. What Are Cookies?

- Cookies are small files that a site or its service provider transfers to your computer's hard drive through your web browser (if you allow) that enable the site's or service provider's systems to recognize your browser and capture and remember certain information.

2. Cookie Settings:

- By agreeing to accept our use of cookies, you are giving us, and third parties we partner with, permission to place, store, and access some or all the cookies described below on your computer.

3. Types of Cookies Used:

- **Strictly Necessary Cookies:** Essential for the proper functioning of the website, such as displaying content, logging in, and validating your session.
- **Performance Cookies:** Collect information about the use of the website, such as pages visited and user interests.
- **Functional Cookies:** Enable the website to remember a user's choices, such as language and user name.
- **Media Cookies:** Improve website performance and provide special features and content.
- **Advertising or Targeting Cookies:** Used by advertising companies to develop a profile of your browsing interests and serve related advertisements.
- **Session Cookies:** Allow websites to link the actions of a user during a browser session. These expire after a browser session.
- **Persistent Cookies:** Stored on a user's device between browser sessions to remember preferences.

4. Managing Cookies:

- You can choose to have your computer warn you each time a cookie is being sent, or you can choose to delete or turn off all cookies through your browser settings. Disabling cookies may affect your ability to use some features of our website, products, and services.

6.3 Google Analytics and Advertising

1. Google Analytics:

- Our website uses Google Analytics to collect information about the use of our website. This includes data such as age, gender, interests, demographics, and browsing habits.



2. **Google Ad and Content Network Privacy Notice:**
 - Third-party vendors, including Google, use cookies to serve ads based on a user's past visits to our website. Google's use of the DoubleClick cookie enables it and its partners to serve ads to our users based on their visits to our site and/or other sites on the Internet.
3. **Opt-Out Options:**
 - Users may opt out of the use of the DoubleClick cookie for interest-based advertising by visiting [this link](#) (for European users, visit [this link](#)).

6.4 What Personal Information Do We Collect?

1. **Information You Provide:**
 - When ordering or registering on our Site, you may be asked to enter your name, email address, mailing address, payment information, or other details to help you with your experience.
2. **Automatically Collected Information:**
 - When you browse our Site, we automatically receive traffic data registered by the hosting servers, cookies that may share some personal data, and your computer's IP address. We also use information from external services like Google Analytics for traffic analysis.

6.5 How Do We Use Your Information?

- We may use the information we collect from you for the following purposes:
 - To personalize your experience and deliver content and product offerings that interest you.
 - To operate the Site and provide you with services described on it.
 - To verify your identity, process transactions, respond to support tickets, and offer customer services.
 - To provide updates, promotions, and marketing information about our products and services.
 - To improve the quality of our website and products.
 - For internal record-keeping and statistical purposes.
 - To administer contests, surveys, or other Site features.
 - To ask for ratings and reviews of services or products.
 - To resolve problems and disputes.

6.6 Grounds for Using Your Personal Data

- The information that we collect and store relating to you is primarily used to enable us to provide our services to you. We rely on the following lawful grounds to collect and process any personal data you may have provided:



- **Legitimate Business Interests:** To provide you with information about our products or services and notify you about changes to our Website.
- **Performance of Contract:** To meet our contractual commitments to you and perform contractual obligations.
- **User Consent:** We may use your data to provide information about unrelated goods and services with your consent.

6.7 Protecting Your Information

1. Security Measures:

- We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide, please be aware that despite our efforts, no security measures are perfect or impenetrable.

2. Retention of Personal Data:

- We will retain your personal information only for as long as necessary to fulfill the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements.

3. Data Breaches:

- In the event of a data breach, we will notify you and any applicable regulator where we are legally required to do so.

7. Limitation of Liability

- To the fullest extent permitted by applicable law, STU Arts Dance will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:
 - Your use or inability to use our services.
 - Any unauthorized access to or use of our servers and/or any personal information stored therein.



8. Definition of Force Majeure:

A "Force Majeure Event" refers to any event or circumstance beyond the reasonable control of STU Arts Dance that prevents or delays the performance of our obligations under these Terms and Conditions. This includes, but is not limited to:

- Natural disasters (e.g., earthquakes, floods, hurricanes, fires)
- Acts of war, terrorism, or civil unrest
- Government actions, restrictions, regulations, or orders
- Epidemics or pandemics
- Strikes, lockouts, or other labor disturbances
- Power outages or interruptions in communication systems
- Any other event deemed to be beyond our reasonable control

8.2 Effect of Force Majeure:

In the event of a Force Majeure Event, STU Arts Dance will not be held liable for any failure or delay in performing our obligations under these Terms and Conditions. Our obligations will be suspended for the duration of the Force Majeure Event.

8.3 Notification:



STU Arts Dance will make reasonable efforts to notify you of the occurrence of a Force Majeure Event and its potential impact on the performance of our services. Notifications will be provided as soon as practically possible via email, our website, or other suitable communication channels.

8.4 Mitigation:

During the occurrence of a Force Majeure Event, STU Arts Dance will take reasonable steps to mitigate the effects of the event and resume performance of our obligations as soon as feasible.

8.5 Termination:

If the Force Majeure Event continues for an extended period, either party may terminate this agreement upon written notice. In such cases, any pre-paid fees for services not rendered due to the Force Majeure Event will be refunded on a pro-rata basis.

9. Indemnification

9.1. Indemnity Obligations:

By participating in classes, workshops, or any activities offered by STU Arts Dance, you agree to indemnify, defend, and hold harmless STU Arts Dance, its owners, directors, officers, employees, instructors, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way related to:



- **Personal Injury or Property Damage:** Any personal injury or property damage incurred by you or caused by you to others during your participation in our classes, workshops, or activities.
- **Breach of Terms:** Any breach of these Terms and Conditions by you, including any violation of any representations, warranties, or covenants you make herein.
- **Third-Party Claims:** Any claims brought against the Indemnified Parties by a third party due to your actions, omissions, or conduct while participating in our activities or using our facilities.

9.2. Notification and Defense:

In the event of a claim subject to indemnification under this clause, STU Arts Dance will promptly notify you of the claim in writing. You agree to assume control of the defense and settlement of any such claim at your own expense, provided that you shall not settle any claim in a manner that imposes any obligation or liability on the Indemnified Parties without obtaining our prior written consent.

9.3. Cooperation:

STU Arts Dance agrees to cooperate fully in the defense of any claim and may, at its own expense, participate in the defense with counsel of its choosing.

9.4. No Waiver:

The indemnification obligations outlined in this section shall not be construed to limit or waive any other legal rights or remedies available to the Indemnified Parties under applicable law.

10. Dispute Resolution

10.1. Informal Negotiations

In the event of any dispute, claim, question, or disagreement arising from or relating to your participation in STU Arts Dance classes, workshops, activities, or these Terms and Conditions (a "Dispute"), you agree to first attempt to resolve the Dispute through informal negotiations with STU Arts Dance. Such informal negotiations commence upon written notice from one party to the other. You agree to notify us of the Dispute at contact@stuartsdance.com and provide us with relevant details regarding the nature of the Dispute.

10.2. Mediation

If the parties are unable to resolve the Dispute through informal negotiations within thirty (30) days, either party may elect to proceed to mediation. Mediation shall be conducted by a neutral third-party mediator mutually agreed upon by both parties. The mediation shall take place in



[Location], or at another location mutually agreed upon by the parties. The parties shall share the costs of mediation equally.

10.3 Binding Arbitration

If the Dispute is not resolved through mediation within sixty (60) days from the initiation of mediation, the Dispute shall be resolved by binding arbitration. Arbitration shall be conducted in

accordance with the rules of the [Arbitration Association or Institution] and shall take place in [Location]. The decision of the arbitrator(s) shall be final and binding upon the parties, and judgment on the arbitration award may be entered in any court of competent jurisdiction.

- **Arbitration Procedure:** The arbitration shall be conducted by a single arbitrator unless the parties agree otherwise. The arbitrator shall have the authority to award any relief that would be available in a court of law.
- **Fees and Costs:** Each party shall bear its own costs and expenses, including legal fees, related to the arbitration, except as may be otherwise provided in the arbitration award.

10.4 Exceptions to Arbitration

Notwithstanding the above, either party may seek injunctive or equitable relief in a court of competent jurisdiction for matters relating to intellectual property rights, unauthorized access to or use of our services, or any other breach of confidentiality obligations.

10.5. Governing Law and Jurisdiction

This Dispute Resolution clause shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles. Any legal proceedings arising out of or related to this Agreement that are not subject to arbitration shall be brought exclusively in the courts located in [City/State/Country].

10.6 Waiver of Jury Trial

Each party hereby waives its right to a trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

11. Termination

11.1 Termination by the School

STU Arts Dance reserves the right to terminate any participant's enrollment or agreement with immediate effect under the following circumstances:



- **Violation of Terms:** If a participant breaches any of the terms and conditions outlined in this Agreement or any other applicable policies and procedures of STU Arts Dance.
- **Behavioral Issues:** If a participant engages in conduct that is disruptive, abusive, or harmful to other participants, staff, or the property of STU Arts Dance.
- **Non-Payment:** If a participant fails to make required payments or settle outstanding fees within a reasonable time frame after being notified of the delinquency.
- **Health and Safety Concerns:** If a participant's health or safety condition poses a risk to themselves or others and appropriate accommodations cannot be made.
- **Legal Compliance:** If a participant's conduct or activities are found to be in violation of applicable laws or regulations.

Upon termination by STU Arts Dance, the participant will be notified in writing, and any remaining fees for services not rendered will be forfeited unless otherwise stated.

12. Disclaimer

12.1. No Warranty

STU Arts Dance provides its services, content, and website on an "as is" and "as available" basis. To the fullest extent permitted by law, STU Arts Dance makes no representations or warranties of any kind, express or implied, regarding the operation or availability of its services, website, or content. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

12.2. Limitation of Liability

In no event shall STU Arts Dance, its affiliates, officers, directors, employees, agents, or any other party involved in creating, producing, or delivering the services or website be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or other intangible losses, arising out of or in connection with:

- The use or inability to use our services or website.
- Any errors, omissions, interruptions, or defects in the services or website.
- Any unauthorized access to or alteration of your personal information.
- Any content or services provided by third parties linked to our website.

12.3. No Endorsement of Third-Party Sites

The website may contain links to third-party websites or services. STU Arts Dance does not endorse or guarantee the accuracy, completeness, or reliability of any information, products, or



services provided by these third-party sites. Your use of such third-party sites is at your own risk and subject to the terms and conditions of those sites.

12.4. Risk Acknowledgment

Participation in dance classes and activities involves inherent risks, including but not limited to physical injury. By engaging in our services, you acknowledge and accept these risks. STU Arts

Dance is not responsible for any injuries or damages resulting from your participation in our classes or activities.

12.5. Changes to the Disclaimer

STU Arts Dance reserves the right to modify this Disclaimer at any time. Any changes will be effective upon posting the updated Disclaimer on our website. Your continued use of our services or website following any changes constitutes your acceptance of the revised Disclaimer.

13. Governing Law and Jurisdiction

- These Terms and Conditions and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Belgium.

14. Changes to Terms and Conditions

- STU Arts Dance reserves the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

15. Contact Information

- If you have any questions about these Terms and Conditions, please contact us at contact@stuardance.com.